



SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS

Regular Board Meeting Agenda

Thursday, 8 April 2021

1:30 – 4:00 pm

Remote Meeting Only

Zoom Meeting ID: 964 1237 6617

<https://zoom.us>

- I. Introductions
- II. Public Comment – 5 minutes per person
- III. Consent Agenda
 - a. March 2021 Board Minutes
 - b. February 2021 Financials
- IV. Presentation
 - a. Presentation by Root Policy Research on Regional Housing Study
- V. Discussion Items
 - a. Planning for ARPA funding – regional priorities and coordination
- VI. Decision Items
 - a. Contract with RCAC for Economic Development Funding
 - b. Contract with SCAPE for DOLA Grant for Economic Diversification
 - c. Selection for One Call/One Click development for CDOT 5310 Grant
- VII. Reports (Staff will be available for questions on the written reports)
 - a. Attend Report
 - b. Director's Report
 - c. Broadband Report
 - d. Fiscal Administration Report
 - e. Grant Updates
 - f. Transportation/Transit Report
- VIII. Community Updates (time permitting)

295 Girard Street, Durango, CO 81303

970.779.4592

www.swccog.org

Introductions

Public Comment

Please limit comments to 5 minutes per person

Consent Agenda

**Southwest Colorado Council of Governments
February Board Meeting
Thursday, 11 March, 2021, 1:30 p.m.
Video Conference**

In Attendance:

David Black – Town of Bayfield
Mike Lavey – City of Cortez
John Dougherty – City of Cortez
Mark Garcia – Town of Ignacio
Andrea Phillips – Town of Pagosa Springs
Willy Tookey – San Juan County
Alvin Schaaf – Archuleta County
Katie Sickles – Town of Bayfield

Staff in Attendance:

Miriam Gillow-Wiles – Southwest Colorado Council of Governments
Jessica Laitsch – Southwest Colorado Council of Governments

Guests in Attendance:

Rachel Medina – City of Cortez
Ken Charles – Town of Dolores
Mike Segrest – La Plata County
John Whitney – Senator Bennet’s Office
Helen Katich - Senator Hickenlooper’s Office
Jude Schuenemeyer – Montezuma Orchard Restoration Project
Chuck Forth – Onward A Legacy Foundation

Introductions

The meeting was called to order at 1:35 p.m.

Public Comment

None.

Mark Garcia motioned to add the contract with Montezuma County to the agenda, Andrea Phillips seconded, unanimously approved.

Consent Agenda

- a. January 2021 SWCCOG Meeting Minutes
- b. January 2021 Financials

Willy Tookey motioned to approve the consent agenda, Andrea Phillips seconded, unanimously approved.

Decision Items

- a. Contract with Montezuma County for Fiber Development

Miriam described the project and the planned partnership with Montezuma County.

Willy Tookey motioned to approve the contract as presented, Andrea Philips seconded, unanimously approved.

b. Grant approvals

Miriam explained the requests for the remote work project and for the Montezuma Orchard Restoration Project. Jude described the Montezuma Orchard Restoration Project and the purpose of this construction project. Mike Lavey asked where the facility would be located. Jude described the site. Mike Segrest asked about eventually developing a vineyard cooperative. Jude briefly described their long-term plans.

Willy Tookey motioned to approve an application for the OEDIT grant, Mark Garcia seconded, unanimously approved.

Mark Garcia motioned approve an application for the DOLA REDI Grant, Willy Tookey seconded, unanimously approved.

Contract with Housing Solutions

Miriam described the request. Mark asked about the performance period. Miriam replied that the work needs to be complete by the end of August.

Mark Garcia motioned to approve the contract with Housing Solutions, Willy Tookey seconded, unanimously approved.

Contract with RCAC

Miriam explained that this is going through attorney revisions.

Contract with Element Consulting for IT services

Miriam described purpose of request and specified that there is no ongoing cost, only as services are needed. She added member jurisdictions could also receive services. Mark asked what services might be available for member jurisdictions. Miriam explained the contractor has experience with exchange server and desktop support. Mark asked what the rate would be. Miriam replied that she could work with members to arrange rates and scope of work.

Alvin Schaaf motioned to approve the contract with Element Consulting as the IT consultant for the SWCCOG, Andrea Phillips seconded, unanimously approved.

Reports

Director's report:

Miriam described the funding available in the December stimulus for projects without other identified funding, which may be useful for middle mile broadband. Miriam added that the COG has been working with Arcadian Infracom regarding fiber over Wolf Creek Pass, however DOLA has recently indicated that they would prefer that the SWCCOG not apply for funding for this project. She is seeking direction from Board whether to submit the already written grant. David and Mark suggested to move forward with the application. Mark asked about the status of the Eagle fiber. There was general consensus from the Board to proceed with the application.

Community updates

Mike reported the City of Cortez have been discussing water issues. They will be establishing a parking lot for use during a highway project. They approved a donation for the July 4 fireworks. Approved purchase of new police equipment and a request for a fulltime police chief. The local hospital presented various precautions for reopening to the public.

Willy mentioned that San Juan County is still waiting for snow. They are working on a restoration project for the courthouse. The snowmobile club's equipment was vandalized.

Andrea reported that the Town of Pagosa Springs sales tax came in strong. They are completing the maintenance facility. They will be putting out an RFP for mill and overlay for several town streets. They are working on housing, looking at utilizing property owned by the Town. They are looking at salary ranges for police officers. They are exploring in-person meetings while still allowing for Zoom.

Mark reported that the Town of Ignacio issued an award for the Becker/Goddard intersection project. They have a broadband grant in with DORA for fiber to the premises. They approved a 5-year strategic plan. The draft land use code will be moving to the Town Board for review. The Town is participating in a community vaccination clinic, in total they will deliver over 2000 vaccines.

Miriam mentioned that Montezuma County notified her that the Ute Mountain Ute Tribe would hold another open vaccine clinic.

David reported that the Town of Bayfield are completing installation of a water line. Sales tax collections have been good.

David expressed gratitude for the Senators' efforts. John thanked the SWCCOG for letter on the Outdoor Restoration Fund. He mentioned that President Biden has signed the American Rescue Act into law and described various elements including direct payments to local governments specific to pandemic impacts and expansion of the child credit. They are working include broadband into the infrastructure bill and Miriam was helpful in supporting this effort.

Helen introduced herself and her background. She updated the Board on the committees Senator Hickenlooper has been assigned to. They are compiling a list of entities interested in federal transportation funding.

Miriam asked about the Wolf Creek Pass DOLA grant application. She mentioned that a number of people have been contacting various communities regarding 5G, and that members should contact her if they need backup information. David replied that the consensus was to move forward with the Arcadian project.

The meeting was adjourned at 2:45 p.m.

February 2021 Financials

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 5 April, 2021

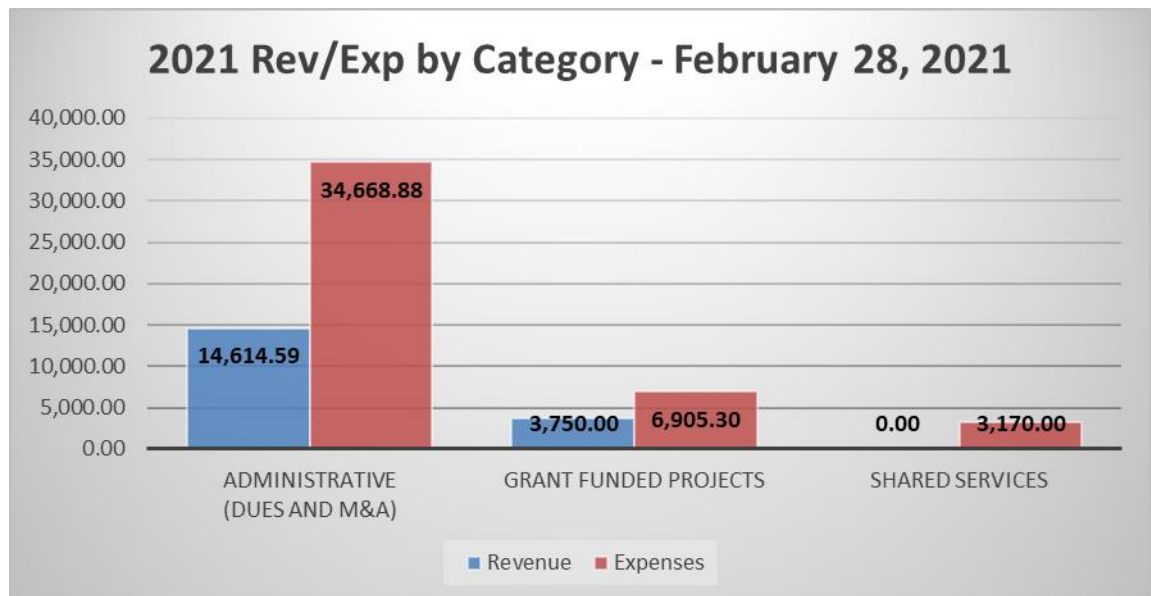
Comments: The following reports are attached:

- Balance Sheet as of 28 February, 2021
- Budget vs. Actuals as of 28 February, 2021

Items to note:

Invoices for member dues have been emailed, thank you all who have paid. This year we are accepting payment via secure bank transfer, please contact me if you would like the link to set up payment online.

The net income in February 2021 is negative, this is due to the timing sending out invoices for annual dues.



Fiscal Impact: High, overall financial status of the organization

Legal Review: Not applicable

Staff Recommendation: Approve the February 2021 Financials

Southwest Colorado Council of Governments

Balance Sheet As of February 28, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Alpine Bank	0.00
Alpine Bank Account (UR)	361.37
Fiber Equip Fund - Restricted	0.00
Total Alpine Bank	361.37
Petty Cash	22.97
AmeriCorps VISTA	110.54
Jessica Laitsch	0.00
Total Petty Cash	133.51
Total Bank Accounts	\$494.88
Accounts Receivable	
Accounts Receivable	211,214.19
Total Accounts Receivable	\$211,214.19
Other Current Assets	
Prepaid Expense	0.00
Undeposited Funds	1,170.00
Total Other Current Assets	\$1,170.00
Total Current Assets	\$212,879.07
TOTAL ASSETS	\$212,879.07

Southwest Colorado Council of Governments

Balance Sheet

As of February 28, 2021

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	10,488.06
Total Accounts Payable	\$10,488.06
Credit Cards	
Credit Cards	0.00
Jessica	2,268.65
Miriam	-12.49
Sara	0.00
Total Credit Cards	2,256.16
Total Credit Cards	\$2,256.16
Other Current Liabilities	
Accrued Wages	0.00
Deferred Revenue	0.00
Payroll Liabilities	1,347.21
457 Retirement Due	3,120.93
CEBT Health Insurance Due	797.51
Total Payroll Liabilities	5,265.65
Total Other Current Liabilities	\$5,265.65
Total Current Liabilities	\$18,009.87
Total Liabilities	\$18,009.87
Equity	
Opening Balance Equity	0.00
Retained Earnings	41,285.12
Net Income	153,584.08
Total Equity	\$194,869.20
TOTAL LIABILITIES AND EQUITY	\$212,879.07

Southwest Colorado Council of Governments
Budget vs. Actuals: 2021 Budget - FY21 P&L
February 2021

	Total			
	Actual	Budget	Remaining	% Received
Income				
Dues Revenue				
COG Dues	3,285.00	137,081.00	133,796.00	2.40%
SWTPR Contributions	1,037.00	5,342.00	4,305.00	19.41%
Total Dues Revenue	\$ 4,322.00	\$ 142,423.00	\$ 138,101.00	3.03%
Grant Project Income				
All Hazards	0.00	156,900.00	156,900.00	0.00%
CDOT Grants				
SWTPR Grant	0.00	11,050.00	11,050.00	0.00%
Transit FTA 5310		16,000.00	16,000.00	0.00%
Total CDOT Grants	\$ 0.00	\$ 27,050.00	\$ 27,050.00	0.00%
DoLA Grants				
DOLA 8824 - 2019 TA		50,000.00	50,000.00	0.00%
DOLA 9149 - 2020 TA		35,000.00	35,000.00	0.00%
DOLA 9318 - 2021 TA		49,000.00	-5.85	0.00%
REDI 20-204		86,000.00	86,000.00	0.00%
Total DoLA Grants	\$ 0.00	\$ 220,000.00	\$ 220,000.00	0.00%
RREO Grant		0.00	0.00	
SWIMT	3,750.00	36,375.00	32,625.00	10.31%
Total Grant Project Income	\$ 3,750.00	\$ 440,325.00	\$ 436,575.00	0.85%
Misc Income	1,170.00		-1,170.00	
Project Administration				
All Hazards M&A		3,100.00	3,100.00	0.00%
CARO		880.00	-6,692.00	0.00%
CDOT Other		24,500.00	-3,825.00	0.00%
Housing Project		5,000.00	5,000.00	0.00%
RHA	5,000.00	10,000.00	5,000.00	50.00%
Rural Community Assistance		15,000.00	15,000.00	0.00%
SJRC&D		10,000.00	10,000.00	0.00%
SWIMT	375.00	3,625.00	3,250.00	10.34%
SWTPR	1,497.59	11,050.00	9,552.41	13.55%
Transit Coordination Grant	2,250.00	14,088.00	11,838.00	15.97%
Total Project Administration	\$ 9,122.59	\$ 97,243.00	\$ 88,120.41	9.38%
SCAN Services				
Aggregation of Connectivity		15,684.00	15,684.00	0.00%
Contract Sharing		0.00	0.00	
Dark Fiber Leasing		49,674.00	49,674.00	0.00%
Telecom Services		360.00	360.00	0.00%
Total SCAN Services	\$ 0.00	\$ 65,718.00	\$ 65,718.00	0.00%
Total Income	\$ 18,364.59	\$ 745,709.00	\$ 727,344.41	2.46%

	Actual	Budget	Remaining	% Spent
Expenses				
Administrative Costs				
Operating Expenses				
Advertising and Promotion		200.00	200.00	0.00%
Bank Service Charge		200.00	200.00	0.00%
Conference Fee		1,500.00	1,500.00	0.00%
Consulting	37.50	7,500.00	7,462.50	0.50%
Employee/Board Appreciation		100.00	100.00	0.00%
Information Technology (IT)				
Hardware		1,400.00	1,400.00	0.00%
Software	430.00	3,278.00	2,848.00	13.12%
Total Information Technology (IT)	\$ 430.00	\$ 4,678.00	\$ 4,248.00	9.19%
Internet Connectivity		2,340.00		
Meetings		1,000.00	1,000.00	0.00%
Memberships	3,800.00	4,848.00	1,048.00	78.38%
Misc Expense	36.16			
Office Supplies		850.00	850.00	0.00%
Postage and Delivery		80.00	80.00	0.00%
Professional Development	145.00	2,000.00	1,855.00	7.25%
Professional Fees				
Audit		6,300.00	6,300.00	0.00%
Legal	72.00	7,000.00	6,928.00	1.03%
Misc.		250.00	250.00	0.00%
Total Professional Fees	\$ 72.00	\$ 13,550.00	\$ 13,478.00	0.53%
Rent	1,400.00	8,400.00	7,000.00	16.67%
Travel		6,250.00	6,250.00	0.00%
Total Operating Expenses	\$ 5,920.66	\$ 53,496.00	\$ 47,575.34	11.07%
Personnel Expense				
Insurance Expense				
General Liability	1,948.89	1,958.00	9.11	99.53%
Health	3,693.37	15,885.00	12,191.63	23.25%
Worker's Compensation	1,419.00	1,432.00	13.00	99.09%
Total Insurance Expense	\$ 7,061.26	\$ 19,275.00	\$ 12,213.74	36.63%
Salary and Wages	18,095.31	130,689.52	112,594.21	13.85%
457 Retirement	804.23	5,227.58	4,423.35	15.38%
Car Allowance	600.00	3,600.00	3,000.00	16.67%
Cell Phone Allowance	200.00	1,200.00		
Payroll Processing Fee	434.71	1,925.00	1,490.29	22.58%
Payroll Tax	1,552.71	11,173.95	9,621.24	13.90%
Total Salary and Wages	\$ 21,686.96	\$ 153,816.05	\$ 132,129.09	14.10%
Total Personnel Expense	\$ 28,748.22	\$ 173,091.05	\$ 144,342.83	16.61%
Total Administrative Costs	\$ 34,668.88	\$ 226,587.05	\$ 191,918.17	15.30%
Project Costs				
All Hazards Projects		156,900.00	156,900.00	0.00%
Grant Funded Consulting		282,000.00	282,000.00	0.00%
Local Foods	6,905.30	0.00	-6,905.30	

	Actual	Budget	Remaining	% Spent
Shared Services Expenses				
Fast Track	1,100.00	6,600.00	5,500.00	16.67%
Forethought.	2,070.00	12,000.00	9,930.00	17.25%
SCAN Dark Fiber Lease		11,698.50	11,698.50	0.00%
Total Shared Services Expenses	\$ 3,170.00	\$ 30,298.50	\$ 27,128.50	10.46%
SWIMT		36,375.00	36,375.00	0.00%
SWTPR		11,050.00	11,050.00	0.00%
Total Project Costs	\$ 10,075.30	\$ 516,623.50	\$ 506,548.20	1.95%
Total Expenses	\$ 44,744.18	\$ 743,210.55	\$ 698,466.37	6.02%
Net Income	-\$ 26,379.59	\$ 2,498.45		

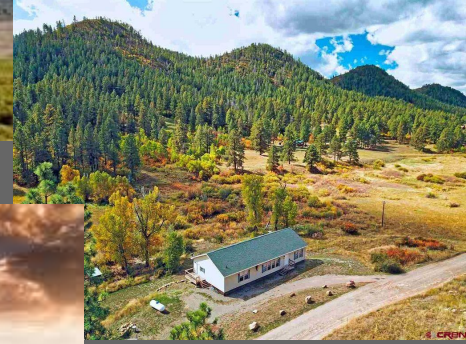
Root Policy Research Presentation

Regional Housing Strategy

In collaboration with Housing Solutions
Administered by Root Policy Researchers

Objectives

- An easy-to-read, infographic-heavy report to be actively utilized by the counties and municipalities in housing, as well as land use, planning.
- A searchable data dashboard that contains key demographic, housing, and affordability, metrics and can be updated annually to track housing needs and progress addressing those needs.
- An actionable housing strategy with recommendations on how the counties and municipalities can address housing needs and which action items to prioritize.

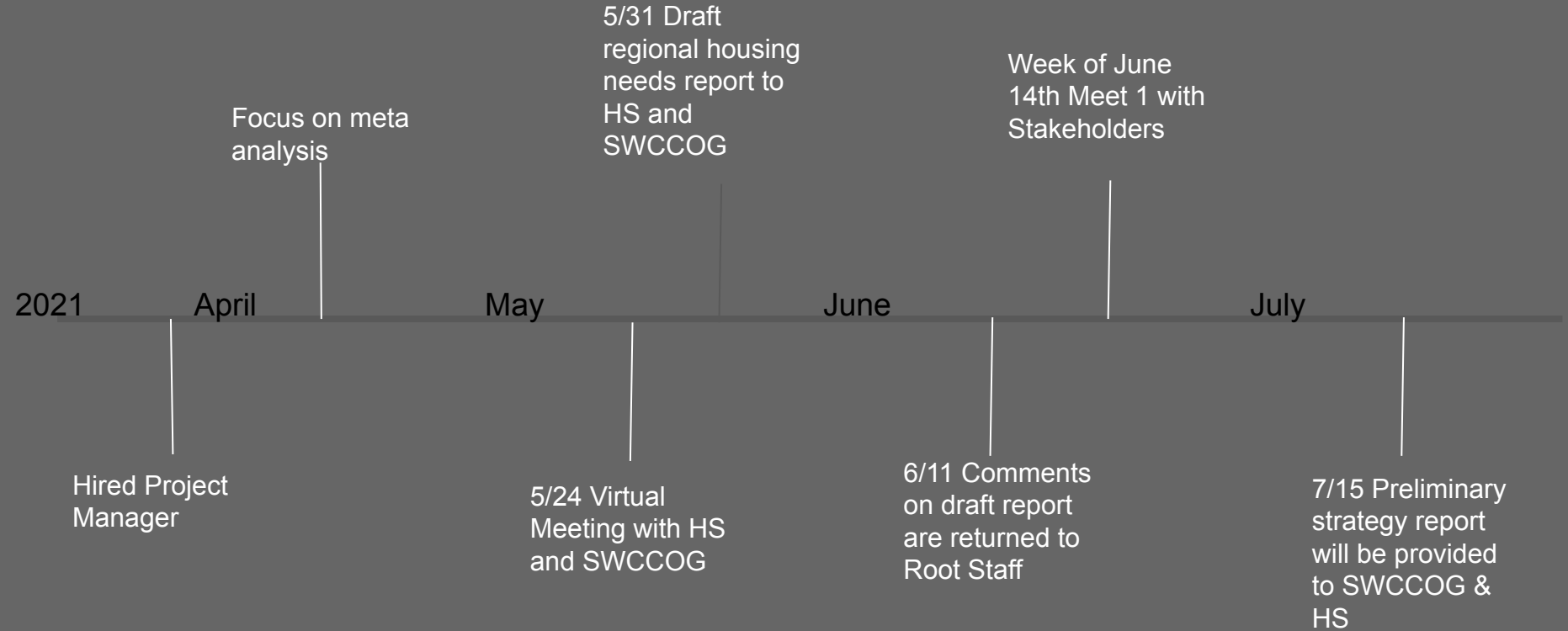


Introducing Root Policy Research

Heidi Aggeler, Managing Director. 20+ years of housing research and consulting, including housing needs studies for the Southern Ute Tribal Council; City of Cortez and Montezuma County; Gunnison County; Routt County.

Mollie Fitzpatrick, Managing Director. 10+ years of housing research and consulting. Developed data dashboards for Austin, Denver, Houston.

Timeline/History



Data Dashboard Example

ZIP CODE: **78759**

COBG Planning Area Type: Incorporated | Population 2017: 41,347 | Population 2046: 46,739 (16% growth)

HOUSING COSTS & MARKET TRENDS

	ZIP Code	Trawls County
Median value	\$339,000	\$275,800
Median list/sell price	\$454,675	\$366,000
Median rent	\$1,203	\$1,172
Average 2 BR apt	\$1,312	\$1,489

ARE INCOMES KEEPING PACE WITH PRICES?



HOUSING AFFORDABILITY

Market Gaps

Homeownership for residents earning less than \$50,000



Rentals for residents earning less than \$25,000



Odds that workers can afford to...

	Buy	Rent
Minimum wage workers (earning about \$15,000 per year)	0%	0%
Retail & service workers (earning about \$25,000 per year)	0%	1%
Public service and educators (earning about \$34,000 per year)	5%	63%
Tech sector professionals (earning about \$80,000 per year)	5%	96%

Your Input (thank you)

1. What worries you the most about the housing situation in your communities?
2. What questions do you have about the housing market that you hope to have answered through this study?
3. What programs or policies do you know of in other communities that you would like to explore?

Discussion Items

ARPA Funding – Regional Priorities and Coordination

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 8 April 2021

With the significant amounts of funding becoming available through the various stimulus packages, staff thought it useful to begin the discussion about how to coordinate funding opportunities, leverage Municipal and County funding to solve some of the more challenging issues that cross jurisdictional boundaries and coordinating efforts to have the biggest impact with stimulus funding.

I have attached the Governor's slide deck from the recent/ongoing listening tours for those of you who have not had seen this, and as a basis for conversation about funding priorities. I attended the SW session on April 3rd and the Local Government session on April 5th. In both sessions the following came up over and over (in no specific order):

- Child Care
- Broadband
- Workforce education/ development
- Housing that is affordable
- Maintaining public lands (lots of concerns about impacts of increased tourism)

Below is what each local jurisdiction, as well as the State will be receiving

Archuleta - \$2,720,838
Bayfield - \$577,092
Cortez - \$1,936,231
Dolores (County) - \$398,554
Dolores (Town) - \$204,955
Dove Creek - \$136,064
Durango - \$4,071,836
Ignacio - \$194,868
La Plata - \$10,903,717
Mancos - \$306,895
Montezuma - \$5,078,032
Pagosa Springs - \$447,466
Rico - \$447,466
Silverton - \$142,287
San Juan - \$141,191
State of Colorado - \$3,953,675,806

Building Back Stronger

Denver Metro North Regional Meeting

April 1st, 2021

Contributors:
Governor's Office
Bipartisan Legislative Leadership
Members of the Legislature

AGENDA

- Welcome & Purpose of the Meeting (5 minutes)
- Opening Remarks (10 minutes)
- Overview of the Stimulus Package (15 minutes)
- Breakout Group Discussions (35 minutes)
- Lightning Round (15 minutes)
- Closing Remarks & Next Steps (5 minutes)

PURPOSE OF THE MEETING

- How do we strategically deploy state aid dollars and other funding coming into the state to Build Back Stronger and transform our state to ensure we remain one of the top economies and places to live?
- Important goals we hope to achieve are to:
 - Listen
 - Learn
 - Act quickly

OPENING REMARKS

OVERVIEW OF THE FEDERAL STIMULUS PACKAGE

American Rescue Plan Act Overview		
	Program	Funding (in \$B)
Aid to Individuals	Stimulus checks	\$6.74
	Unemployment Benefits	\$2.60
	Child Tax Credit	\$2.00
	Housing/Rental/Utility	\$0.47
	Additional Programs	Vary
Aid to Businesses	Program	Funding (in \$B)
	Paycheck Protection Program (PPP)	\$7.25 nationally
	Economic Injury Disaster Loan (EIDL) funding	\$0.20
	Restaurant Revitalization	\$0.52
	Business New Hire/Retention Tax Credit	\$0.19
	Program	Funding (in \$B)
COVID Related Relief	National vaccination	\$1.10
	State and Local Governments	\$6.19
	Education, mostly public K-12 Schools	\$1.64

- Funds from the American Rescue Plan Act of 2021 are distributed in the following ways:
 - Directly to households and businesses
 - Direct funding to specific State & Local programs
 - Aid to State & Local governments

- The State of Colorado should receive about \$3.9 billion for public health, economic relief and recovery for households and businesses, revenue backfill, and infrastructure.

WHAT AREAS ARE GETTING DIRECT RESOURCES IN FED RELIEF?

H.R. 133 \$14B to Colorado

preliminary estimates

- \$2.9 billion in stimulus checks
- \$4.5 billion in PPP
- \$1.5 billion in unemployment
- \$440 million for housing/utility
- \$400 million hiring/retention tax credit
- \$400 million nutrition benefits

American Rescue Plan \$27B to CO

preliminary estimates

- \$6.7 billion in stimulus checks
- \$2.6 billion in unemployment \$300/week through September
- **\$2.3 billion to local governments**
- \$2 billion in child tax credit expansion
- \$520 million for restaurants and venues
- \$500 million in child care
- \$470 million for housing/utility

WHAT AREAS ARE WE MISSING?

- The State's efforts are intended to complement the direct Federal spending and fill in the gaps when necessary to build a stronger recovery tailored to our local needs
- Our overarching goals:
 - Add stimulus to create jobs, attract and grow businesses, and meet our workforce challenges
 - Make transformative investments that position Colorado to succeed and lead to a brighter future
 - Provide relief to those in need where direct federal funds may leave gaps
 - Prioritize one-time spending to avoid outyear costs that we can't afford

POSSIBLE STIMULUS PROPOSALS

- Supporting Small Business
 - Provide loan and technical support programs, partnering with Small Business Development Centers and Local/Regional Economic Development Centers, to help small businesses across the state, including those that are minority and women owned and rurally located, and to those that were most severely impacted by capacity restrictions during the pandemic.
- Rural Hospital Investments
 - Help rural hospitals transform service offerings and affordability capabilities that can stimulate local economies long term
- Aligning Education with the Jobs of the Future
 - Pay for the cost of attendance for Coloradans pursuing CTE credentials that lead to good paying jobs and fill critical workforce needs (e.g., healthcare, welding, early childhood education, mental health, etc.)
- Climate Equity Building Investments
 - Investments in clean energy, energy efficiency, health and quality of life building upgrades to communities most disproportionately impacted by economic, social and environmental factors, particularly low-income and communities of color

ALLOWABLE USES OF FEDERAL FUNDS

The ARP limits the aid to state and local governments to the following allowable uses:

- To respond to the pandemic or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- For premium pay to eligible workers performing essential work (as determined by each recipient government) during the pandemic, providing up to \$13 per hour above regular wages;
- For the provision of government services to the extent of the reduction in revenue due to the pandemic (relative to revenues collected in the most recent full fiscal year prior to the emergency);
- To make necessary investments in water, sewer, or broadband infrastructure;
- Funds may not be used to offset tax cuts made since March 3, 2021

BREAKOUT GROUPS

LIGHTNING ROUND

CLOSING REMARKS & NEXT STEPS

Decision Items

RCAC Contract for Economic Development

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 8 April 2021

The SWCCOG was awarded a USDA Technical Assistance grant 2019 to identify economic diversification and growth opportunities. Through the TA process, USDA paired us with the non-profit, Rural Community Assistance Corporation (RCAC). Through working with them, RCAC was awarded additional funding to continue the work done during the USDA TA process. As a result, the SWCCOG is a pass through for \$15,000 from RCAC.

This funding is available for the SWCCOG to use on staffing, equipment, and overhead that supports the SWCCOG to achieve the outcomes of the USDA TA grant. Staff budgeted this funding in the 2021 budget as we were notified of the RCAC grant award and the subsequent subgrantee award of \$15,000 in 2020.

Legal and the Executive Director reviewed the initial contract, made a few changes and sent it back. We are waiting on a response back at this point on just a few details. Staff would like permission, to sign the contract after review by SWCCOG legal prior to the June 2021 Board Meeting, as waiting will negatively impact the ability to spend the SWCCOG's component of the DOLA funding discussed in the next decision item.

Attached are the exhibits for the contract:

- SWCCOG Scope of Work
- Work Plan
- Budget

Legal Review: The contract has been reviewed by legal and is awaiting a 2nd review after RCAC changes.

Fiscal Impact: High, this funding is part of the salary for the Project Manager position, rent, and computer equipment for that position.

Staff Recommendation: Approve the Executive Director to work with Legal and RCAC to develop and sign a contract when approved by SWCCOG legal.

Scope of Work: SWCCOG

List of deliverables (including reports) with tasks and who performs them

- 1) SWCCOG will hire or identify current staff to fulfill the role of CC to work directly with RCAC and take an active role in implementing the BRE curriculum workshop Series and technical assistance to entrepreneurs. The CC position can be held by (1) or more individuals.

SWCCOG to work with RCAC’s assistance on the following #2- #5;

- 2) SWCCOG to complete the following logistics and recruitment steps to set up and prepare for the BRE workshop series, either virtual or onsite:
 - a) establish dates for the BRE workshop series, either virtual and or onsite as determined by SWCCOG and RCAC;
 - b) identify a location or virtual platform (preferably consistent) for the Workshops.
 - c) identify a strategy for recruiting participants for the Workshop series and conducting inclusive outreach; outreach to include regional residents, tribal members, entrepreneurs, business owners, community leaders - all community members interested in participating in creating positive change in their community.
 - d) identify local, tribal, State, Federal organizations, and agencies to support the Workshops through consistent active participation and identification of resources to move economic opportunities and small businesses forward to implementation.
 - e) ensure recruitment of at minimum 15-30 participants who commit to consistently participate in the Workshop series.
 - f) determine the best method for registration and oversee the site if it is not housed within RCAC’s registration site and send registration reminders to participants.
 - g) participate in planning and preparation of the Workshop series which includes phone meetings; onsite meetings; webinars or other.
- 3) SWCCOG to work with Workshop participants on 'homework' or 'action items' between Workshop sessions and may include phoning or emailing participants as well as in person meetings to provide guidance and technical assistance.
- 4) SWCCOG to provide technical assistance to community members and Entrepreneurs as needed.
- 5) SWCCOG to submit quarterly progress reports and draws, providing a narrative description of progress to date toward the deliverables, a-g above, and justifying SWCCOG expenditures to date of the \$15,000 of funds towards reimbursement. Failure to submit draws/reports in a timely manner may result in termination of Task Order.

Reporting periods are as follows:

Reporting Periods	Start	End	Due by
Quarter 1	10/01	12/31	Due by 01/31
Quarter 2	01/01	03/31	Due by 04/30
Quarter 3	04/01	06/30	Due by 07/31
Quarter 4	07/01	09/30	Due by 10/31

RCAC's Responsibilities to SWCCOG:

1. RCAC will pay \$15,000 towards reimbursement for the Community Coordinator (CC) salary or other expenses in support of the functions detailed in this Task Order, including travel expenses for participation in the Workshop series and related meetings.
2. RCAC will work with SWCCOG in items listed above #2 - #5.
3. RCAC will provide coaching and hands-on training for recruitment and facilitation of the Workshop series through conference calls or virtual meetings; on-site visits; email and phone meetings as needed to build SWCCOG's capacity to provide economic development assistance clients and communities.
4. RCAC will provide coaching and assistance to the SWCCOG to build their capacity to provide technical assistance for economic development to entrepreneurs and communities.

Rural Community Assistance Corporation (RCAC)
RCDI
3 YEAR WORK PLAN
For
South West Colorado Council of Governments (SWCCOG)

RCAC Point of Contact: Laura Dubin (Ldubin@rcac.org)
Date of Initial Work Plan: January 2021
 Work Plan updated with (RCAC staff names) on (date of last update)

Funding (Per Unanet):

RCDI year example, RCDI18, RCDI19	RCDI20
Bank Fund Match	-
Bank Fund Match	-
RCAC Federal Funds Match (Tech/HHS/HUD/EPA)	

RCDI19 Timeline:

	Starts	Ends	Key Work Plan Theme
Year 1	10/1/20	9/30/21	Assessment; Orientation; Work Plan
Year 2	10/1/21	9/30/22	Stakeholder Engagement, Technical Assistance, Workshop Planning
Year 3	10/1/22	9/30/23	Training & Technical Assistance

Reporting Periods	Start	End	Due by
Quarter 1	10/01	12/31	Due by 01/31
Quarter 2	01/01	03/31	Due by 04/30
Quarter 3	04/01	06/30	Due by 07/31
Quarter 4	07/01	09/30	Due by 10/31

Year 1 Work Plan: Assessment; Orientation; Work Plan

Tasks	Work Product (Outcome)	Milestone or Objective	Who	Site Visits (Planned/Expected)	Start Dates	End Dates
Task 1: Assessment and Orientation to RCDI Program,	Assessment completed	Identify community needs.	RCAC		Nov 2020	Feb 2021
Task 2: Develop a work plan with the community	An agreed upon workplan		RCAC		Nov 2020	Feb 2021
Task 3: Sign Task Order	Completed Task Order	Subaward process is completed, and the work can begin.	RCAC & SWCCOG		Jan 2021	Feb 2021
Task 4: Identify & map assets, including local partners and resources	Asset map/spreadsheet of partners, resources such as funding and programs, potential TA recipients and entrepreneurs	To identify community champions and entrepreneurs; plan schedule of stakeholder meetings	RCAC & SWCCOG		April	Sep
Task 5: Conduct Stakeholder Meetings	Meetings/forums with stakeholders to discuss training & TA needs	Hold discussions around implementing economic diversification and training and TA needs.	RCAC & SWCCOG		Sep	Nov
Task 6: Conduct quarterly reports & draw-down requests	Quarterly reports and quarterly draw-down requests	To stay in compliance with funding timelines and meet reporting deliverables.	RCAC & SWCCOG		Each Quarter	Sep 2021

Year 2 Work Plan: Stakeholder Engagement; Technical Assistance; Workshop Planning

Tasks	Work Product (Outcome)	Milestone or Objective	Who	Site Visits (Planned/Expected)	Start Dates	End Dates
Task 7: Conduct at least 1 resource connection session	A virtual or in-person session to connect entrepreneurs and workforce to relevant assets	Community members are connected to assets that will encourage regional economic development.	RCAC	2 site visits	Late 2021	Sep 2022
Task 8: Identify funding opportunities	Help find relevant funding and provide TA to apply if necessary, to funding that supports SWCCOG existing workforce development and diversification projects.	SWCCOG has increased awareness or access to funding opportunities.	RCAC		Ongoing	Through end of project
Task 9: Based on stakeholder meetings, identify BRE training curriculum that will be conducted in year 3	Choose either Start, Grow, Revive or Recharge Our Community Economy	Choose and adjust training so that will best move forward the economic development goals of SWCCOG	RCAC & SWCCOG		Jan 2022	May 2023
Task 10: Start recruitment for either SGR or ROCE workshop series	Form a recruitment committee and utilize community relationships to reach potential participants.	Reach community members who will benefit from RCAC training.	RCAC & SWCCOG		Jan 2022	May 2023
Task 11: Conduct quarterly reports & draw-down requests	Quarterly reports and quarterly draw-down requests	To stay in compliance with funding timelines and meet reporting deliverables.	RCAC & SWCCOG		Each Quarter	Sep 23

Year 3 Work Plan: Conduct Workshops & Technical Assistance

Tasks	Work Product (Outcome)	Milestone or Objective	Who	Site Visits (Planned/Expected)	Start Dates	End Dates
Task 12: Conduct BRE Community Training	Delivery of Start, Grow, Revive or Recharge our Community Economy based on needs identified in year 2.	Deliver training that will best meet the community needs.	RCAC & SWCCOG	4 Site Visits	Nov 22	Jun 23
Task 13: Conduct technical assistance to workshop participants and projects	TA is catered toward the needs identified in training.	Needs of the community are addressed.	RCAC		Oct 22	Sep 23
Task 14: Conduct quarterly reports & draw-down requests	Quarterly reports and quarterly draw-down requests	To stay in compliance with funding timelines and meet reporting deliverables.	RCAC & SWCCOG		Quarter	Sep 23

SCAPE - SWCCOG Contract

To: SWCCOG Board of Directors

From: Miriam Gillow-Wiles

Date: 8 April 2021

In October 2020, The SWCCOG applied for the DOLA COG Grant to expand upon the outcomes from the previous USDA REDI Technical Assistance grant. The DOLA COG grant was focused on economic diversification and entrepreneurial growth in areas outside the City of Durango. This was done because SCAPE (Southwest Colorado Accelerator Program for Entrepreneurs) was already awarded funding for support of entrepreneurs through a DOLA REDI grant in partnership with the City and the La Plata County Economic Development Alliance.

The COG grant request was \$49,000 for the following:

- \$30,000 for COG
 - o Is the beginning of remote work employment through certifications that would allow for employment opportunities for un/under employed individuals in the region. This will be done with the regional educational partners BOCES, FLC, PCC, Adult Education, and Tribal Education Departments.
 - o Also includes legal fees for contract development
 - o SWCCOG is providing \$15,000 in match for personnel costs from RCAC pass through grant
- \$19,000 for SCAPE
 - o Support and help expand small businesses and entrepreneurship through the accelerator program and other business supports
 - o SCAPE is providing \$29,500 in budgeted funds as match

The attached contract lays out the roles and responsibilities of COG and SCAPE for deploying the DOLA funding as an investment in economic diversification across the region.

Legal Review: Contract created by legal

Fiscal Impact: Significant, SCAPE funding is match for the DOLA Grant

Staff Recommendation: Approve the contract with SCAPE

**SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS
AND
SOUTHWEST COLORADO ACCELERATOR PROGRAM FOR ENTREPRENEURS
AGREEMENT CONCERNING SUBCONTRACTING PORTION OF DOLA ENERGY
IMPACT ASSISTANCE PROGRAM GRANT**

THIS AGREEMENT is made and entered into this _____ day of April, 2021, by and between: SOUTHWEST COLORADO COUNCIL OF GOVERNMENTS, whose address is, 295 Girard Street, Ste B, Durango, CO 81303 (hereinafter referred to as the “SWCCOG”), and SOUTHWEST COLORADO ACCELERATOR PROGRAM FOR ENTREPRENEURS, a Colorado non-profit corporation, whose address is 835 Main Ave. #225, Durango, CO 81301 (hereinafter referred to as the “SCAPE”);

WHEREAS, the SWCCOG has previously submitted a grant application and was awarded a Colorado Department of Local Affairs (“DOLA”) Project Name and Number: EIAF 9318 - SWCCOG Economic Diversification and Development in the grant award amount of \$49,000 from the Department of Local Affairs, an agency of the State of Colorado, which is attached hereto as Exhibit A (“Grant”); and

WHEREAS, SWCCOG executed the primary contract with DOLA on 19 March 2021, which contract specified within the approved Scope of Project that SWCCOG as grantee will carry out the scope of the project and that Grantee will also contract with SCAPE to enroll entrepreneurs in the region outside of Durango, to provide training and support for growth and development resulting in opportunities to expand workforce and entrepreneurial skill sets in the regions which outcomes could include an increased number of local startups and growth companies contributing to lower unemployment and expanded workforce skill set in the region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties in Colorado; and

WHEREAS, SWCCOG will solely perform that portion of the Grant with respect to the working with educational institutions to upskill residents for remote work positions by providing funding for (but limited to) tuition and software cost reimbursement for residents in the region to enroll in online remote work certifications; and

WHEREAS, it is both necessary and desirable for SWCCOG to enter into this Agreement with SCAPE for purposes of setting forth the relative responsibilities of the parties with respect to complying with the Grant, receipt of grant funds, matching/Other Funds responsibility, and performing Scope of Project under the Grant; and

WHEREAS, it is the mutual desire of the parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. In consideration of SWCCOG's willingness to act as the sponsor of the Grant and to enable Grant funding of the Project, SCAPE agrees as follows:
 - (a) SCAPE agrees that it shall manage, develop and carry out performance of Grant Scope of Project with respect to enrolling entrepreneurs in the region outside of Durango, to provide training and support for growth and development resulting in opportunities to expand workforce and entrepreneurial skill sets in the regions which outcomes could include an increased number of local startups and growth companies contributing to lower unemployment and expanded workforce skill set in the region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties in Colorado in accordance with all Grant requirements.
 - (b) SCAPE shall promptly comply with all financial management regulations, Grantee record maintenance, confidentiality information with regard to state records, conflict of interest, insurance, rights in work product and other information, policies, guidelines and requirements as set forth in the Grant;
 - (c) SCAPE in connection with performing the scope of project, agrees that it will carry out and comply with all of the rules, regulations and standards set forth in any applicable DOLA policies;
 - (d) SCAPE agrees that it will carry out all of the work elements in a satisfactory and proper manner, assure that the Grant funds are expended solely for the activities and in the amounts budgeted under the Grant,
 - (e) SCAPE shall provide \$29,500 of the cash match requirements set forth in the Grant, which SCAPE has already budgeted.
 - (f) SCAPE shall receive \$19,000 from the Grant proceeds, of which it will spend \$5,000 and \$14,000 for business consulting to help small businesses and outreach and community engagement for areas outside Durango, respectively.
 - (g) SCAPE will provide SWCCOG monthly proof of expenditures related to the match and the grant project(s).
 - (h) SCAPE will provide SWCCOG monthly reporting on activities related to match and grant funded activities.
2. Of the other Grant funds SWCCOG shall receive \$30,000 to perform Remote Work Education and Support grant work, and SWCCOG will provide the remaining \$15,000 cash match for personnel service costs set forth in the Grant.
3. SCAPE agrees to prepare all financial and performance reports, as required under the Grant and shall provide reports to SWCCOG along with supporting documentation (invoices, check copies, purchase orders, etc.) to substantiate the request for a drawdown of funds on a monthly basis. Upon receipt of payment, SWCCOG shall forward the

funds to SCAPE. SWCCOG shall require documentation evidencing that such funds were appropriately expended on the Scope of Project, and copies of checks and payment of bills by SCAPE shall be provided to SWCCOG for its permanent record

4. SCAPE agrees to comply with all other terms, conditions and obligations pertaining to the Grant. In the event there is any liability accruing from inappropriate expenditure of Grant funds by SCAPE, other than as a result of the negligence of SWCCOG, SCAPE agrees to be responsible, therefore.
5. Time is of the essence with respect to the covenants, conditions and obligations contained herein, as well as those set forth in the Grant.
6. SCAPE understands that payment obligations hereunder are subject to payment to SWCCOG of Grant proceeds. SCAPE understands that the Grant is subject to termination and early termination by DOLA.
7. Except for claims by DOLA arises out of the negligence or other wrongful act of the SWCCOG, or for claims related to the remote work education and support portion of the Grant, SCAPE shall be responsible to the SWCCOG for any claim under the Grant Agreement related to outreach and community engagement and for business consulting, in the same manner and extent as the SWCCOG may be responsible to DOLA and shall indemnify and hold the SWCCOG harmless.
8. By executing this agreement, the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.
9. This agreement does not and shall not be interpreted to create a partnership, joint venture, employee/employer relationship or other relationship between the parties.
10. This Agreement is and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The provisions of this Agreement are solely for the benefit of the Parties and are not intended to confer upon any person or entity, except the Parties and their successors and assigns, any rights, or remedies hereunder. This Agreement is not assignable without the written consent of the non-assigning Party. This is the entire agreement between the Parties as to the subject matter of this Agreement and merges and supersedes all previous communications and agreements related thereto. No addition or modification of this Agreement will be binding on any Party, unless reduced to writing and signed by both Parties.
11. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to principles of conflict or choice of laws.
12. If either Party hereto believes that the other Party is in breach of this Agreement, it shall immediately notify the breaching party of such breach in writing. If the breaching party

does not cure its breach within fifteen days of such notice, that parties may seek enforcement of the contract in La Plata County District Court.

13. Notwithstanding any provision of this Agreement to the contrary, neither Party shall have any liability for loss of product, loss of profit, loss of use or any other indirect, incidental, special or consequential damages, whether brought on an action for breach of contract warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either Party's negligence.
14. In the event this Agreement becomes the subject of a dispute, the prevailing party shall be entitled to the reasonable attorneys' fees and costs it incurs from the losing party.
15. This Agreement is the product of the joint negotiations by the Parties and constitutes the joint drafting of all Parties hereto. It should not be construed more liberally towards any Party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

SWCCOG

SCAPE

Name

Name

Signature

Signature

Date


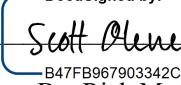
Date

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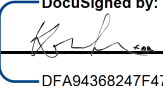
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	DLG Number F21S9318	CMS Number 166648
Grantee Southwest Colorado Council of Governments	Grant Award Amount \$49,000.00	Retainage Amount \$2,450.00
Project Number and Name EIAF 9318 - SWCCOG Economic Diversification and Development	Performance Start Date The later of the Effective Date or February 11, 2021	Grant Expiration Date June 30, 2022
Project Description The Project consists of developing two initiatives, a remote work education program and an entrepreneurship accelerator program, for residents in southwestern Colorado.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Patrick Rondinelli, (970) 749-0138,</u> <u>(patrick.rondinelli@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Randi Snead, (719) 924-2087, (randi.snead@state.co.us)</u>	VCUST# 30186	Address Code AD001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  1D0B4F9ADC0A49C... By: Tim Katers, EIAF Program Manager</p> <p>Date: <u>3/18/2021 4:38 PM MDT</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  B47FB967903342C... By: Rick M. Garcia, Executive Director</p> <p>Date: <u>3/18/2021 6:43 PM MDT</u></p>
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In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “**Effective Date**”).

<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  DFA94368247F476... By: Yingtse Cha, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>3/19/2021 3:18 PM MDT</u></p>

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been

EIAF 9318 - SWCCOG Economic Diversification and Development

accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

B. *Reserved.*

4. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Grant Award Letter:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Grant Award Letter**” or “**Grant**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

L. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. “**Other Funds**” means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. “**Party**” means the State or Grantee, and “**Parties**” means both the State and Grantee.

EIAF 9318 - SWCCOG Economic Diversification and Development

- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in **§6.2** of **Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

EIAF 9318 - SWCCOG Economic Diversification and Development

5. PURPOSE

The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

EIAF 9318 - SWCCOG Economic Diversification and Development

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in **Exhibit B**.

- i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

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11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C.

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Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i.** Any executed Option Letter
- ii.** The provisions of this Grant Award Letter.
- iii.** The provisions of any exhibits to this Grant Award Letter.

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G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of developing two initiatives, a remote work education program and an entrepreneurship accelerator program, for residents in southwestern Colorado.

2.2. Work Description. The Southwest Colorado Council of Governments (Grantee) will work with educational institutions to upskill residents for remote work positions by providing tuition and software cost reimbursement for residents in the region to enroll in the Rural Online Initiative (ROI) Master Remote Work Professional Course. Grantee will also contract with the Southwest Colorado Accelerator Program for Entrepreneurs (SCAPE) to enroll entrepreneurs in the region outside of Durango, to provide training and support for growth and development.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consulting fees and attorney’s fees.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. “Consultant Services” means consultant fees, RFP/bid advertisements, and attorney’s fees.

3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completed development of two initiatives, a remote work education program and an entrepreneurship accelerator program, resulting in opportunities to expand workforce and entrepreneurial skill sets in the region. Outcomes could include a higher property tax base and an increased number of local startups and growth companies, contributing to lower unemployment and an expanded workforce skill set in the region.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Archuleta, Dolores, La Plata, Montezuma, and San Juan Counties in Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with Project Timeline.	Within 60 days after the Effective Date of this Grant Award Letter.
Begin work/Contractor mobilization.	Within 120 days after the Effective Date of this Grant Award Letter.

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Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	September 28, 2022

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 st (Jan-Mar)	2021	April 30, 2021	Yes	Yes
2 nd (Apr-Jun)	2021	July 30, 2021	Yes	Yes
3 rd (Jul-Sep)	2021	October 30, 2021	Yes	Yes
4 th (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1 st (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2 nd (Apr-Jun)	2022	July 30, 2022	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of Miriam Gillow-Wiles, Executive Director, (director@swccog.org), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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5.2. Other Key Personnel. NONE. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: Patrick Rondinelli, (970) 749-0138, (patrick.rondinelli@state.co.us)

5.5. DLG Regional Assistant: Randi Snead, (719) 924-2087, (randi.snead@state.co.us)

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 47%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Grant Award Letter and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$93,500	\$49,000	\$44,500	Grantee
Total		\$93,500	\$49,000	\$44,500	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$46,550	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,450	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$49,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

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8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs	DLG Number Insert DLG encumbrance number for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Rick M. Garcia, Executive Director Date: _____
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS 24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.
STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Yingtse Cha, Controller Delegate Effective Date: _____

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- 1) **OPTIONS:** Choose all applicable options listed in §1 and in §2
- a. Option to extend (*use this option for Extension of Time*)
 - b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
 - c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) **REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

a. **For use with Option 1(a):** In accordance with **Section 2(A)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure	By:
Put Project out to bid.	Within [] days of the Effective Date of this Grant Award Letter.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within [] days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within [] days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
1 st (Jan-Mar)	2021	April 30, 2021	Yes	Yes
2 nd (Apr-Jun)	2021	July 30, 2021	Yes	Yes
3 rd (Jul-Sep)	2021	October 30, 2021	Yes	Yes
4 th (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1 st (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2 nd (Apr-Jun)	2022	July 30, 2022	Yes	Yes
3 rd (Jul-Sep)	2022	October 30, 2022	Yes	Yes
4 th (Oct-Dec)	2022	January 30, 2023	Yes	Yes
1 st (Jan-Mar)	2023	April 30, 2023	Yes	Yes
2 nd (Apr-Jun)	2023	July 30, 2023	Yes	Yes
3 rd (Jul-Sep)	2023	October 30, 2023	Yes	Yes
4 th (Oct-Dec)	2023	January 30, 2024	Yes	Yes

b. **For use with Option 1(b):** In accordance with **Section 7(A)(i)** of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				

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	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with Section 7(D)(i) of the original Grant Award Letter between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of Exhibit B is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **_____**, whichever is later.

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Transit RFP Contractor Selection

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles and Jessica Laitsch
Date: 5 April, 2021

Comments: The SWCCOG was awarded a CDOT FTA 5310 grant for 2021 to enhance delivery of coordinated transportation services to seniors and individuals with disabilities. Informed by the SWCCOG's 2018 Four Corners Coordinated Transit Plan, the SWCCOG chose to explore the feasibility of a centralized transportation information system. The SWCCOG issued an RFP for a contractor to assist with the design of an implementation plan for a one-call/one-click transportation information system. The intent of this implementation plan is to inform the feasibility and potential step-by-step roll-out of a single point of information for the various transportation services available throughout the region. Costs for the contract will be 80% reimbursed by the grant.

The deadline for proposals for this RFP was close of business on Monday, April 5. Staff will prepare a summary of the proposals received for presentation to the Board during the meeting.

Legal Review: N/A

Fiscal Impact: High

Staff Recommendation: Select a contractor and direct staff to enter into a contract based on information provided by RFP.

Reports

2021 SWCCOG Board Meeting Attendance

Current Members										Partner Organizations										
Jurisdiction	Archuleta County		Town of Bayfield		City of Cortez		City of Durango	Town of Ignacio	La Plata County	Town of Pagosa Springs	San Juan County	Town of Silverton	Dolores County	Town of Dolores	Town of Dove Creek	Town of Mancos	Montezuma County	Southern Ute	Town of Rico	Ute Mountain Ute
Member Name	Alvin Schaaf - Primary	Scott Wall - Alternate	David Black - Primary	Katie Sickles - Alternate	Mike Lavey - Primary	John Dougherty - Alternate	José Madrigal	Mark Garcia - Primary	Marsha Porter-Norton - Primary	Chuck Stevens - Alternate	Andrea Phillips - Primary	Shari Pierce - Alternate	Willy Tookey - Primary	Steve Garchar	Ken Charles				Kari Distefano	
Feb	Present	Absent	Present	Present	Present	Present	Absent	Present	Absent	Absent	Present	Present	Absent	Absent	Absent	Absent	Absent	Absent	Absent	Absent
Mar	Present	Absent	Present	Present	Present	Present	Absent	Present	Absent	Absent	Present	Present	Absent	Absent	Absent	Absent	Absent	Absent	Absent	Absent
April																				
June																				
Aug																				
Oct																				
Dec																				
Percent Attend	100%		100%		100%			100%	50%		100%	100%	0%							
Dues Paid	★		★		★		★	★			★	★								

Present
 Absent

*removed notation to indicate remote attendance

Director Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 8 April 2021

Comments: I have gotten used to meetings every other month, and so it feels like a short amount of time between the March and April meetings this month. Not only is it the fact that it is just 4 weeks, but I have also been insanely busy. Maybe busier than I have ever been. The work just keeps coming with little reprieve, except for hiring Gloria, to help with various projects and programs.

Broadband Broadband Broadband

Like always we have been engaging with Broadband. I have been able to engage more with the state and federal levels this month than in March. In addition to state and federal legislation and rolling out of various stimulus funding, I have provided several broadband presentations including Office of Information Technology's (OIT) Colorado Broadband Office on broadband in Southwest Colorado and supporting Representative McLachlan's La Plata Townhall on a couple of broadband questions.

As a result of the Town Hall, Commissioner Porter-Norton has asked me to put together a region Broadband 101 since there is so much interest. I am planning on scheduling the meeting after hours so it is easier for the public to attend, so 530-7pm The only dates available on the calendar when there are no Council/Board meetings are:

- 1st Monday
- 2nd Thursday
- 4th Thursday

We had initially looked at Thursday 5/13, but La Plata and Ignacio have a joint session. So, I think June 7th, the 1st Monday, is likely the best idea to allow time for advertising, the state legislative session to conclude, and the finalization of federal infrastructure funding and grant programs from the December and March stimulus funding.

Office 365

The SWCCOG is now 100% on the Office 365 platform. We had a relatively smooth process of migration from Dropbox, except for the legacy files with lots of audio recordings and other large files (here's looking at you Board and TPR meetings). Staff has been receiving training once a week and we are working through challenges when they occur. It has been easiest software migration I have ever been through, which was a nice surprise.

Third Team Member

I am please to announce the hiring of Gloria Kaasch-Buerger. Gloria comes to the COG after working for CCCMA, Thrive! (a Durango based non-profit focused on living wages), and prior to that the City of Durango where she was a Best and Brightest Intern

Director Report

and then later the Sustainability Coordinator. Gloria has her Master's in Public Policy and has lived in SW Colorado for almost two decades.

Gloria's official title is Project Manager, and she will be heading up the Housing and Economic Development initiatives, sending out regular newsletters, revamping the COG's website and any other projects that need management.

Couple of fun facts: Gloria wrote the first successful non-DOLA grant for the COG as an intern at the City of Durango and support the Board Retreat after I was brought on as the Executive Director.

Remote Work and Meetings

We are still 100% remote. As of Tuesday, all staff have had their series of vaccinations and are discussing what and how returning to the office and in person meetings looks like. It has been an interesting thought process to attempt to balance an active pandemic, vaccinations, and comfort of staff to return to any semblance of the before times. It looks like we will move to a hybrid model with some days in the office and some days at home. I believe the staff have proved their effectiveness at working remotely and if they want to continue to do so, I see no issues in doing so.

Professional Development

I attended and passed the inaugural online FEMA course on emergency supply chain management. I am excited as I have always found emergency management quite interesting, and telecommunications is vital to ensuring goods and services get to the needed locations. As the main point person for broadband in the region, it was suggested that I start to engage more with emergency management.

Upcoming Meeting Dates:

Thursday, June 10th, 1:30-4pm.

Broadband Report

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 8 April 2021

Comments This broadband report will be short, due to the lack of things happening at the FCC (yay!). In the last newsletter, you all should have seen the article about small cell preemption and how that hurts communities. If you did not see this, please let me know it is a useful article to truly understand how the FCC has hindered us as local governments.

Most of the work in broadband has been attending webinars on various federal funding and who/what/where/how funding will be deployed. I expect various NOFOs to be announced around the middle of the month for the funding that was allocated in the December stimulus package. The NTIA (a department of the Department of Commerce) has significant funding and are finalizing the grant requirements.

The SWCCOG will go to an RFQ or RFI later in April to understand what private partners what to work on what areas of the region so we can best partner together to develop broadband infrastructure across the region. Hopefully we can bring those responses and partnerships for the Board in June to really move the broadband ball forward.

State legislation has been relatively benign this year, with just some small broadband bills moving forward until recently. The State's stimulus package is expected to have \$55-\$70 Million for broadband. The initial development of this legislation has the vast majority of the funding going to the Department of Regulatory Agencies Broadband Funding program. The unfortunate part of this that funding is for last mile infrastructure and is off limits to local governments. I have engaged with one of the bill sponsors, Representative Chris Kennedy, and we are working on finding time to meet to discuss the issues in detail. I have also reached out to Senator Coram, as he has been engaged on the stimulus bill as well as is a champion of broadband in SW for years. We are working to get money moved to DOLA where it is then available for the local governments to build middle mile infrastructure. At this point, the bill has not yet been introduced, I will send it out as soon as it is.

Fiscal Administration Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 2 April, 2021

Comments: The SWCCOG is contracted with a number of small agencies to assist with fiscal management. The intent is to help these small agencies comply with basic administrative requirements at minimal cost, as well as to provide a modest revenue stream for the SWCCOG. Below are brief summaries of the current activities of these various organizations:

Colorado Association of Regional Organizations (CARO):

Nothing new to report.

Regional Housing Alliance of La Plata County (RHA):

The RHA met on 22 March, 2021, topics included a request for an exception from an annual audit for FY2020 and discussion of future plans of the RHA. The RHA is planning to hold a meeting on 26 April, 2021. Topics will include an overview of the history and status of various housing related issues and discussion of the future plans of the RHA.

San Juan Resource Conservation and Development Council (SJRC&D):

The SJRC&D met on 9 March, 2021. The discussion included a summary of the status of various ongoing projects and consideration of several applications submitted by small organizations seeking a fiscal sponsor.

If any SWCCOG Board members are aware of any non-profits that could benefit from the assistance of a fiscal sponsor to help manage expenses and establish their organization, please contact Miriam or Jessica. The next meeting of the SJRC&D is scheduled for Tuesday, 11 May, 2021.

Southwest All Hazards Advisory Council:

The SWCCOG is eligible for reimbursement of certain management and administration costs for managing these grants. The SWCCOG is assisting as the SWAHAC transitions to a new project coordinator.

Southwest Colorado Incident Management Team (SWIMT):

The SWCCOG is eligible for reimbursement of certain management and administration costs for managing this grant. The SWCCOG is currently awaiting reimbursement of some expenses paid in 2020.

Fiscal Administration Report

Southwestern Colorado Food Systems and Health Equity Planning Project:

The community food assessment and implementation planning grant through the Colorado Health Foundation ended on 31 October, 2020. Staff is working to forward the remaining funds from this grant to the Good Food Collective's fiscal sponsor, Onward!, as they will be administering the second phase of this project and the remaining funds will roll forward into that effort.

Grant Updates

To: SWCCOG Board of Directors
From: Miriam Gillow-Wiles
Date: 11 March 2021

Comments: **Open Grants:** 6
Existing Grant Funding: \$267,188, some carry over from 2020
Grant Requests in 2021: 2, 1 more expected in April
Funded Grant Requests in 2021: 0 (too early just yet)

Existing Grants:

DOLA REDI – NEPA Work for EDA Towaoc Broadband Project – AWARDED

UNDERWAY

- \$84,600
- Finalize NEPA work on US160/491 between Cortez and Old Pottery Barn north of Towaoc.
- NEPA work is required to be complete before EDA broadband grant is awarded
- SWCCOG is working with Montezuma County to develop a contract for match for the project. Expected to get underway this spring.

CDOT 5310 Funding – AWARDED

RFP DISCUSSION IN DECISION ITEMS

- \$30,088 for staff and consultant
 - The Mobility Management team will manage and deliver coordinated transportation services to older adults and people with disabilities within the following described service area: The southwest Colorado five-county region consisting of Archuleta, Dolores, La Plata, Montezuma and San Juan Counties.
 - The Mobility Management team shall only perform mobility management activities allowed under FTA Section 5310, such as:
 - a. Operating transportation brokerages to coordinate service providers;
 - b. Coordinating transportation services;
 - c. Supporting local partnerships that coordinate transportation services;
 - d. Staffing for the development and implementation of coordination plans;
 - e. Providing travel training and trip planning activities; and/or
 - f. Developing and operating traveler call centers.
-

Grant Updates

DOLA Technical Assistance EIAF 7203 – AWARDED

CONTRACT RECEIVED IN LATE MARCH

CONTRACT FOR SERVICES IN DECISION ITEMS

- \$49,000
- The request was for funding to help support remote work readiness for residents of the region, and support business growth in partnership with SCAPE for the areas outside of Durango.
- This will also provide match for the EDA SPRINT grant we just submitted with Region 9.
- As with any DOLA grant, none of this covers staff time, unfortunately. However, this does really help with economic diversification and resiliency, as well as creation of new employment opportunities for local individuals who are under or unemployed.

CDOT CDL Development Purchase Order – Will Start 2021

STILL WAITING ON CDOT

- The DOLA 8824 Grant (see below) was awarded to the SWCCOG to help create a CDL program in the region. Due to a variety of reasons, this has not moved in any consistent manner.
 - CDOT has been awarded funding through the Federal On-the-Job Training Supportive Services to invest in statewide construction workforce.
 - CDOT and SWCCOG have developed a Purchase Order outlining objectives and tasks. Objectives include:
 - o Lead the establishment of a CDL Class B training program in the Durango area
 - o Coordinate stakeholders to develop a short-term (6-12 months) approach to consolidating existing training and testing resources
 - o Communicate proactively and consistently with both internal and external program stakeholders, paying particular attention to CDOT and DOLA
 - o Identify opportunities to provide supportive services to trainees in the form of technology or transportation
 - The Purchase Order will cover the cost of the SWCCOG time based on the staff performing the activities and number of hours via reimbursement.
 - Estimated that the SWCCOG will invoice for \$20-24,000
 - This will count towards match for the DOLA grant as well.
-

Grant Updates

CDOT TPR FY20-21 Funding – Ends 6/30/2021

The TPR is funded through a Purchase Order, for \$22,100.

- This funding will cover staff time related to TPR goals and administration of the TPR
- Also purchased hot spots for connectivity for Tribal representatives to attend STAC and Transportation Commission meetings since connectivity is highly limited on both reservations.

DOLA 8824 – 2019 Technical Assistance – Ends 8/31/2021 – EXTENSION GRANTED WORKING ON EXPENDING THE RECYCLING COMPONENT OF THIS GRANT

- \$20,000 - CDL Program Development and Cost Reduction for COG Members (*Shared Services/Community Support*)
- \$30,000 - Development of end markets for hard to recycle items (*Environment*)
 - o Match from CDPHE Regional Waste Studies - CDPHE or USDA
- No funding for staff

DOLA 9149 – Technical Assistance Grant 2020 – Ends 12/31/2022 – EXTENSION GRANTED

SEE PRESENTATION

- \$35,000
- Match for Housing Solutions Regional Housing Data Collection
- Identify and better understand regional housing including quantity and quality of housing types across the 5 counties.
- *Housing Solutions is under contract with Root Policy Research and project has been started.*

Grant Requests Pending:

RREO Waste Diversion Revolving Loan Program

- In partnership with Region 9 the SWCCOG is trying to create a waste diversion revolving loan program to help reduce landfilling and increase small business development.
 - Total Grant Request: \$60,463
 - o \$12,759 SWCCOG Staffing
 - o \$40,000 for revolving loans
 - o \$3,000 program set up costs
 - o \$4,200 marketing and outreach
 - Match: \$100,000 from Region 9 RLF
 - Awards expected in mid April
-

Grant Updates

DOLA Broadband

- Applied for ~ \$800,000 from DOLA Broadband
- Support Wolf Creek broadband development
- Will help with ROW, engineering, and similar preconstruction costs
- SWCCOG will have assets equal to the amount of funding awarded

Current Grants in Development

- DOLA REDI
- OEDIT Remote Work Marketing

Future Grants

DOLA

USDA Funding

- Post USDA REDI Technical Assistance work
- Will focus on targeting outcomes and recommendations of USDA REDI TA
- Likely various co-working spaces, outdoor recreation economy development, programs with San Juan College and PCC

Broadband Funding

- USDA funding in 2021
 - Public Private Partnerships
-

Transportation Report

To: SWCCOG Board of Directors
From: Jessica Laitsch
Date: 2 April, 2021

Comments: Transportation:

There was a SWTPR meeting held on 11 February, 2021. The meeting included updates on the SWTPR Regional Transportation Plan, federal and state funding opportunities, and the Federal Lands Planning pilot project.

The next meeting will be held at 9:00 a.m. Thursday, 8 April, 2021.

Transit:

The last Transit Council meeting was held on 18 March, 2021. Topics included updates from around the region about current services and challenges. The next regular Transit Council meeting will be rescheduled, and likely will be held in April or early May.

Staff issued an RFP for a contractor to assist with the design of a regional mobility information system, a comprehensive one-call/one-click system of transportation options throughout the region. Any proposals received will be presented to the SWCCOG Board at the April meeting.

Community Updates

If time allows